

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE:	)	BANKRUPTCY CASE
	)	NO. 09-75213-MGD
FLORA EVELYN RANDOLPH,	)	JUDGE MARY GRACE DIEHL
	)	CHAPTER 13
<u>Debtor(s).</u>	)	

**OBJECTION TO CONFIRMATION**

COMES NOW CONSUMER SOLUTIONS AUTOMOTIVE (hereinafter referred to as "CSA"), a creditor of the above-named Debtor(s) and files this its "Objection to Confirmation", of the Debtors' Plan of Reorganization, showing to this Court as follows:

1.

CSA is a secured creditor of the Debtor(s), holding a duly perfected security interest in a certain 2004 BMW 5-Series, Vehicle Identification No. WBANB33544B108735.

2.

The debt owed to CSA is \$23,802.25 (net balance).

3.

In accordance with 11 U.S.C. § 1325, a vehicle purchased within 910 days preceding the date of the filing of the petition, and the collateral for that debt consists of a motor vehicle acquired for the personal use of the Debtor and the Creditor has a purchase money security interest securing the debt that is the subject of the claim, said claim shall not be valued under 11 U.S.C. 506. In the present case, the vehicle was purchased on 10/22/2008, is a purchase money security interest, and is used for the Debtor's

personal use. Therefore, CSA shows its claim shall be allowed and treated as fully secured in the amount of \$23,802.25 plus interest thereon at 19%. CSA requests its post confirmation plan payment commence immediately upon confirmation to be paid concurrent with the debtor's attorney fees.

4.

Movant does not have and has not been offered adequate protection by Respondents. 11 U.S.C. 1326 (a)(1)(C) requires the Debtor to provide adequate protection directly to a creditor holding an allowed secured claim. The Debtor's plan fails to comply with 1326 (a)(1)(C) and as such CSA request that confirmation be denied.

5.

The Plan, as proposed, does not provide to CSA the present value of its claim and violates 11 U.S.C. Section 1325.

WHEREFORE, CSA prays that confirmation be denied.

LEVINE, BLOCK & STRICKLAND,LLP



By: Ronald A. Levine /s/  
Ronald A. Levine, Esq.  
[GA Bar No. 448736]  
ATTORNEYS FOR CONSUMER  
SOLUTIONS AUTOMOTIVE

2270 Resurgens Plaza  
945 E. Paces Ferry Road  
Atlanta, GA 30326  
(404) 231-4567

CERTIFICATE OF SERVICE

This is to certify that I have this date served a copy of the within and foregoing "Objection to Confirmation" by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery upon the following:


Flora Evelyn Randolph  
4225 Reserve Hill Crossing  
Douglasville, Georgia 30135

Darrell L. Burrow, Esquire  
Darrell L. Burrow  
4812-A Old National Highway  
College Park, GA 30337

Mary Ida Townson, Esq.  
Chapter 13 Trustee  
The Equitable Building  
Suite 2700  
100 Peachtree Street, N.W.  
Atlanta, GA 30303

This 23<sup>rd</sup> day of June, 2009.

LEVINE, BLOCK & STRICKLAND, LLP

By:  Ronald A. Levine /s/  
Ronald A. Levine, Esq.  
[GA Bar No. 448736]  
ATTORNEYS FOR CONSUMER  
SOLUTIONS AUTOMOTIVE

2270 Resurgens Plaza  
945 E. Paces Ferry Road  
Atlanta, GA 30326  
(404) 231-4567

**CONTRACT DATE:** 9/22/08 **PRECOMPUTED RETAIL INSTALLMENT CONTRACT** **FRZ F-4**

Buyer(s) <b>FLORA E RANDOLPH</b>				Seller <b>CONSUMER SOLUTIONS AUTOMOTIVE</b>			
Street (Residence) <b>2957 FALLING WATER PT</b>				Street (Business) <b>6315 CHURCH ST</b>			
City <b>COLLEGE PARK</b>	County <b>Fulton</b>	State <b>GA</b>	Zip Code <b>30349</b>	City <b>RIVERDALE</b>	County <b>county</b>	State <b>GA</b>	Zip Code <b>30274</b>
Location of Vehicle If other than Buyer's residence				Location of Vehicle If other than Seller's business			

In this contract, "you" and "your" refer to the Buyer or Buyers signing below. "Seller," "we" and "us" refer to the seller shown above. "Holder" is the Seller, or if the contract has been assigned, the party who has been assigned this contract. "Vehicle" refers to the vehicle described below. "Buyer," "you" and "your" shall include the plural. You agree to pay to the order of the Holder (at its office or at such other place as the Holder may designate and instruct you) the TOTAL OF PAYMENTS (see below) as outlined in the schedule of payments below.

New/Used <b>USED</b>	Year <b>2004</b>	Make and/or Description <b>BMW</b>	Model No. and/or Type of Body <b>5-SERIES 4DR</b>	Serial No. and/or Motor No. <b>WBANB33544B108735</b>	Mileage <b>61111</b>
Description of Trade-In(s): <b>N/A</b>					

**FEDERAL TRUTH IN LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> THE COST OF YOUR CREDIT AS A YEARLY RATE. <b>19.00</b> %	<b>FINANCE CHARGE</b> THE DOLLAR AMOUNT THE CREDIT WILL COST YOU. <b>\$ 7,053.57</b>	<b>AMOUNT FINANCED</b> THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF <b>\$ 18,468.68</b>	<b>TOTAL OF PAYMENTS</b> THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED. <b>\$ 25,522.25</b>	<b>TOTAL SALE PRICE</b> THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF <b>\$ 11,000.00</b> is <b>\$ 36,522.25</b>
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**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments <b>42</b>	Amount of Payments <b>\$ 600.00</b>	When Payments are Due <b>MONTHLY beginning October 22, 2008</b>
<b>1</b>	<b>\$ 322.25</b>	<b>April 22, 2012</b>

Plus 1 deferred down payments of \$ 2,000.00 each, on 10/05/08

**Late Charge:** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$60 or 5% of the payment, whichever is less.

**Prepayment:** If you pay off all your debt early, you may be entitled to a refund of part of the finance charge.

**Security Interest:** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, our right to accelerate the maturity of this obligation, any required repayment in full before the scheduled date, prepayment refunds and penalties, and our security interest.

**INSURANCE:** CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. WE MAY RETAIN OR RECEIVE A PORTION OF THIS AMOUNT.

<b>TYPE OF CREDIT INSURANCE</b> <input type="checkbox"/> CREDIT LIFE <input type="checkbox"/> CREDIT DISABILITY	<b>COST FOR THE ORIGINAL TERM</b> <b>\$ N/A</b>	<b>CHOICE OF COVERAGE AS SPECIFIED IS ACKNOWLEDGED BY BUYER'S SIGNATURE</b> SIGNATURE _____ DATE OF BIRTH _____
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**COMPREHENSIVE AND COLLISION INSURANCE IS REQUIRED:** You may obtain or provide through an existing policy, or a policy you independently obtain and pay for, the required insurance through any duly licensed agent or broker, subject to our right to refuse to accept an insurer you offer for reasonable cause.

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED BY OTHERS IS NOT PROVIDED UNDER THIS CONTRACT.**

**HOW THIS CONTRACT CAN BE CHANGED:** This contract and the other documents you signed in connection with this contract contain the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it.

Buyer Signs \_\_\_\_\_ Buyer Signs \_\_\_\_\_

**NOTICE TO BUYER**

Do not sign this before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

This contract consists of three pages, be sure to initial pages two and three as indicated.

Signed, sealed and delivered by the Buyer, who hereby acknowledges receipt of a completed copy of this contract.

Buyer Signs X Flora E. Randolph Date 9/22/2008 Buyer Signs X N/A Date \_\_\_\_\_  
 Buyers and Other Owners - A buyer is a person who is responsible for paying the entire debt. An "other owner" is a person whose name is on the title to this vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.  
 Other owner signs here X \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_

Seller Signs [Signature] Date 9/22/2008 By X [Signature] Title \_\_\_\_\_

**ASSIGNMENT:** By signing below, Seller hereby sells and assigns all right, title and interest in this contract to ("Assignee") in accordance with and under the terms and conditions of a separate agreement between Seller and Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**PREPAYMENT OF THE WHOLE CONTRACT:** In the event of voluntary prepayment in full, refund of the finance charge will be based on the Rule of 78's method. If the indebtedness under this contract becomes due by reason of Holder's exercise of its right of acceleration, you are entitled to a refund of part of the finance charge using the pro rata method.

**INSURANCE YOU MUST HAVE ON THE VEHICLE.** Property insurance is required. You may obtain such insurance for the vehicle from any insurer you choose authorized to do business in Georgia and through any person you choose. You will provide fire, theft, comprehensive and collision or upset coverage in the amount of the vehicle's actual cash value less a maximum deductible of \$500. Each policy insuring the vehicle will be payable to both you and us as our interests may appear. You will furnish us satisfactory evidence of insurance. Each policy you get will provide that the insurance company will give us at least 10 days' written notice before the policy is canceled. If you fail to obtain or provide proof of the insurance described above, or if you fail to pay any insurance premium, we may, at our option, obtain insurance coverage at your expense for our interest only. Insurance we buy will not cover your equity or your interest in the vehicle. Any coverage we buy will not include insurance on liability for bodily injury or property damage, and will not meet the requirement for proof of financial responsibility under Georgia law. Insurance we buy at your expense may protect our interest in the vehicle for the outstanding contract balance. Any amounts we pay will be added to the amount due under this contract. The charge for the insurance will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown in this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, at our option, we can use the insurance proceeds to replace or repair it or to repay any amounts you owe under this contract. The charges for insurance we obtain may be substantially higher than charges you would pay if you bought the insurance you are required by this contract to have on the vehicle yourself. You may obtain your own insurance at any time through any insurance company of your choice, unless we, for good cause, refuse to accept it. We will cancel any insurance we may have placed upon receipt of evidence of your having acceptable insurance in effect.

You will deliver to us an insurance policy meeting the requirements in this paragraph to be issued by

Insurance Company \_\_\_\_\_

Agent \_\_\_\_\_

If we finance such insurance, the following applies:

Name of Insurer: N/A

Term of Insurance: N/A

Premium: N/A (Include in Item 4 of the Itemization of Amount Financed)

X [Signature] (Buyer)

# ITEMIZATION OF AMOUNT FINANCED

## (1) CASH PRICE

a. Vehicle (including accessories, delivery and installation charges, if any)	26,999.00
b. Document Preparation Charges (not a government fee)	525.00
c. Sales Tax	1,926.68
<b>CASH PRICE [(a)+(b)+(c)]</b>	<b>29,450.68 (1)</b>

## (2) DOWN PAYMENT

d. Cash Down payment	9,000.00
e. Deferred Down payment **	2,000.00
f. Net Trade In Allowance	N/A
Gross Trade In	N/A
Less Payoff	N/A
Net Trade In	0.00
<b>TOTAL DOWN PAYMENT [(d)+(e)+(f)]</b>	<b>11,000.00 (2)</b>
If Total Down Payment is negative enter \$0.00 and insert that amount on 4. (d)	

## (3) UNPAID CASH PRICE [(1)-(2)]

18,450.68 (3)

## (4) AMOUNT PAID TO OTHERS ON YOUR BEHALF

g. Official Fees to Government Title Fee	18.00
h. To N/A for Extended Service Contract*	N/A
i. Credit Life Premium*	N/A
j. Credit Disability Premium*	N/A
k. To N/A for Debt Cancellation Agreement*	N/A
l. N/A	N/A
m. N/A	N/A
n. N/A	N/A
o. N/A	N/A

**TOTAL PAID TO OTHERS [(g)+(h)+(i)+(j)+(k)+(l)+(m)+(n)+(o)]** 18.00 (4)

**(5) TOTAL AMOUNT FINANCED [(3)+(4)]** 18,468.68 (5)

\*Dealer May Retain A Portion of These Amounts

\*\* You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule

**DEBT CANCELLATION AGREEMENT ("GAP").** A debt cancellation, or "GAP" agreement is not required to obtain credit. Please sign below if you wish to buy a debt cancellation agreement. Type/Name of Provider of Debt Cancellation Agreement: N/A

Initial Term: N/A Fee for Initial Term: N/A

☐ If this box is checked, the following also applies: the initial term of coverage for the Debt Cancellation Agreement, the cost of which is shown above and in Item 4 of the Itemization of Amount Financed, is less than the term of your contract. The term of the Debt Cancellation Agreement is \_\_\_\_\_.

By signing below, you acknowledge that you have been provided with a copy of the Debt Cancellation Agreement, that you agree to its terms and that you wish to purchase it.

Signature of Buyer Requesting Coverage \_\_\_\_\_

Date \_\_\_\_\_

Signature of Buyer Requesting Coverage \_\_\_\_\_

Date \_\_\_\_\_



## ADDITIONAL TERMS AND CONDITIONS

**OWNERSHIP AND RISK OF LOSS.** You agree to pay us all amounts owed under this contract, regardless of whether the vehicle is damaged, destroyed or missing. You agree not to transfer any interest in the vehicle or this contract without our written permission. You agree to keep the vehicle in good order and repair, allowing for ordinary wear and tear. You will make sure our security interest on the vehicle is shown on the title. If we pay any repairs, storage, taxes, fines or other charges, you agree to repay us.

**SECURITY INTEREST.** You give us a security interest in the vehicle; any accessories, equipment, modifications, or replacement parts installed in the vehicle; any insurance premiums and charges for service contracts returned to us; and any proceeds of service contracts or insurance policies on your life or health which are financed in this contract. This security interest covers all amounts you owe, and any transfers, changes, or other agreements to this contract.

**DEFAULT.** Any of the following events will be considered a default: your failure to pay any installment when due; your failure to perform or breach of any section of this contract; any misstatement or misrepresentation by you relied on by us; you become insolvent; any judgment is entered against you; the vehicle is transferred without our written consent, or seized under any legal process. If you breach this contract, we can accelerate your payments and demand full and immediate payment of the remaining amount due; repossess the vehicle; take any reasonable measures to correct the default, or save us from loss; or pursue any other remedy permitted by law in recovering the full remaining amount due. You will pay the costs and expenses of these measures. If we accelerate the contract, we will give you a refund of part of the Finance Charge, using the pro rata method.

**REPOSSESSION.** If you are in default, we may take the vehicle from you if we may do so without a breach of the peace. We may repossess the vehicle by any means including entering your property, or the property where it is stored. Personal property found in the vehicle may be returned to you provided that you identify such property to us within 48 hours of repossession. However, we will keep any vehicle accessories, equipment, modifications, or replacement parts.

**RETURN OF THE VEHICLE TO YOU.** If we repossess the vehicle you have the right to get it back. To do so, you must pay the entire remaining amount owed on the contract, plus any late charges, and costs of repossession we incurred. In determining the entire amount you owe, we will give you a refund of part of the Finance Charge, using the pro rata method. Your right to the return of the vehicle will end if and when the vehicle is re-sold.

**RE-SALE OF VEHICLE.** Once your vehicle has been repossessed, we will send you notice of the re-sale at least 10 days in advance. Once your vehicle is sold, the proceeds will be credited to your account. Any surplus after applying the proceeds to your account will be returned to you. You must pay any deficiency in your account after the proceeds of sale are applied. Any deficiency that you do not satisfy upon our demand will bear interest at the maximum rate allowed by law.

**COLLECTION COSTS.** If you are in default and we demand full payment, you agree to pay us interest on the amount you owe at the rate shown in this contract. If we hire an attorney to collect what you owe, you will pay 15% of the amount remaining under the contract, plus interest on that amount, as attorney's fees. You will also pay all collection costs that are permitted by law and all court costs associated with the collection.

**GOVERNING LAW.** This contract shall be subject to federal and Georgia law.

**WHO IS BOUND.** This contract is binding upon the parties, their heirs, executors, personal representatives, and successors and assigns.

**JOINT LIABILITY.** All persons who sign this contract as Buyers are jointly and severally liable. We may enforce or release our rights entirely with respect to one Buyer without affecting our rights as to any other Buyer.

**NO WAIVER.** We can delay or refrain from enforcing any of our rights under this contract without losing them.

**INTERPRETATION.** If for any reason any section of this contract is deemed invalid, all other sections will remain enforceable.

**RETURNED CHECK CHARGE.** You agree to pay a charge equal to the greater of \$30 or 5% of the check amount if any check is dishonored. You also agree to pay any fees charged to us by your bank or financial institution as a result of any check is dishonored and we make written demand that you do so. "Check" includes a bank check, credit union share draft or other instrument that you use to make any payment under this contract.

**WARRANTIES SELLER DISCLAIMS.** Unless we make a written warranty or enter into a service contract within 30 days from the date of this contract, we make no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the manufacturer may offer.

**ACKNOWLEDGEMENT OF PURCHASE OF VEHICLE CONTAINING PAST DUE STARTER INTERRUPT AS CONDITION OF SALE.** You understand that there may be a payment guarantee device installed on the vehicle as a condition of sale. You understand that if you do not make all payments as required under this contract, **THIS DEVICE WILL PREVENT THE VEHICLE FROM BEING STARTED.** You agree to sign all disclosure forms describing the device, and further understand and agree that these forms are a part of this Contract and are incorporated herein as though fully set forth.

**ACKNOWLEDGEMENT OF PURCHASE OF VEHICLE CONTAINING ELECTRONIC TRACKING DEVICE.** If your vehicle has an electronic tracking device, you agree that we may use this device to find the vehicle.

**USED CAR BUYERS GUIDE:** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Initials

Page 3 of 3 (of document 19643)

(FRZ F-4) R-08/07 GIADA PreComputed Interest Retail Installment Sales Contract, © Georgia Independent Automobile Dealers Association, 10/01/06

# Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THIEF TAG LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE

VEHICLE IDENTIFICATION NUMBER WBAN8335448108736  
DATE VEHICLE PUR 10/20/2008 FUEL GASOLINE  
YEAR 2004 TYPE OF BODY 4 DOOR  
MODEL 545T AUTOMATIC  
CITY 8 DATE ISSUED 11/26/2008  
NEW OR USED USED ODOMETER 061111  
PREVIOUS TITLE NBR/STATE OF ISSUE 775324040293002 /GA 1  
NBR OF LIENS 1 COLOR BLK  
CURRENT TITLE NUMBER 7753718083265001

## OWNER

FLORA EVELYN RANDOLPH  
2957 FALLEN WATER PARK  
COLLEGE PARK GA 30349

MAIL TO:

CONSUMER SOLUTIONS AUTOMOTIVES  
PO BOX 490580  
ATLANTA GA 30349-0580

CONSUMER SOLUTIONS AUTOMOTIVES  
PO BOX 490580  
ATLANTA GA 30349-0580



The Georgia Department of Revenue issues this title pursuant to the Motor Vehicle Code of this State and this title is subject to its provisions. The Department certifies that an application duly made by the person named herein is registered as the lawful owner of the vehicle described herein and that no liens or security interests are filed against the vehicle and such liens or security interests as may be filed with the Commissioner.

022943415

## RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN		BY
2ND LIEN		BY
3RD LIEN		BY